

MEMORANDUM OF UNDERSTANDING

Private Medical Records

The following constitutes agreement between the US Department of Veterans Affairs, Veterans Benefits Administration (VBA) and the American Federation of Government Employees, AFL-CIO National VA Council #53 (NVAC) concerning the Private Medical Records (PMR) pilot at all participating stations.

1. Prior to implementation of the PMR pilot at the Houston and Waco Regional Offices, Management will inform the AFGE/VBA Mid-Term Bargaining Committee of all relevant information, to include a list of all stations still affected by the pilot and the duration of the pilots.
2. Local management will provide a copy of the PMR pilot expansion plan to their respective local union at the new pilot station.
3. Prior to implementation, all affected bargaining unit employees (BUE) will be provided training on the new processes or equipment to be used during the pilot. This training will be certified and tracked in the Talent Management System (TMS). Following implementation, Management will consider employee requests for additional training/retraining. Such requests will be submitted in writing or via email. If the request is not granted, the employee and Local Union will be provided the reason for the denial in writing. Denials may be addressed at the local level in accordance with Article 43 of the Master Agreement between Department of Veterans Affairs (DVA) and the American Federation of Government Employees (AFGE), or any other applicable appeal process. With respect to training requirements, the parties will adhere to Article 37.

4. PMR is not intended to adversely impact an employee's performance. In assigning and evaluating work of an employee, the Department recognizes that PMR is a factor beyond the employee's control.
5. An employee will not be penalized due to an error resulting from contractor action. If an error is detected due to contractor action, management will consider individual employee requests for excluded time to correct the error.
6. Management will monitor and assess the progress of the PMR pilot. The Agency agrees to provide AFGE VBA Mid-Term Bargaining Committee with aggregate data to include production, quality and timeliness from the Chicago, New York, Portland, Phoenix, St. Louis, Indianapolis, Jackson, Houston and Waco offices at the time of implementation. This data will also include the effect of PMR on the overall claims process to include time awaiting development, ready to rate status, average days pending and average days to complete. The Agency agrees to provide quarterly updates beginning with the first fiscal quarter following implementation through the end of the PMR pilot, to include aggregate data identified above, and identified by individual participating stations, until the pilot is completed.
7. Should changes occur in conditions of employment during the PMR initiative, Management agrees to notify AFGE VBA Mid-Term Bargaining Committee and bargain fully upon request.
8. Should management determine PMR is to be expanded or become permanent, AFGE VBA Mid-Term Bargaining Committee will be provided advance notification at the earliest possible date. Management agrees to bargain fully any such expansions or permanence of PMR prior to further implementation.
9. Recognizing that the PMR pilot may have unforeseen effects, if after implementation, either party is made aware of issues that have an impact or

adversely affect employee's performance elements or working conditions, both parties agree to discuss the issue(s) and work to mutually resolve the issue(s) for the VBA employees. Should the discussions not resolve the issue(s), the parties will continue through the negotiating process.

10. The parties agree to comply with Article 47 as it applies to local bargaining.

11. Management will provide a copy of this MOU to each local President at stations participating in this PMR pilot.



For Management



For AFGE

12-10-12
Date